

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

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MENORAH INSURANCE CO. LTD a/s/o
NILIT LTD,

07-CV-11090 (HB)

Plaintiff,

- against -

**ANSWER TO
THIRD PARTY
COMPLAINT**

A.P. MOLLER-MAERSK A/S trading as
MAERSK LINE,

Defendant.

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A.P. MOLLER-MAERSK A/S trading as
MAERSK LINE,

Third-Party Plaintiff,

- against -

U.S. SERVICES, LLC and UNIVERSITY
CORPORATION,

Third-Party Defendants.

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Third Party Defendant, U.S. SERVICES, LLC ("U.S. Services") by its
attorneys, SPEYER & PERLBERG, LLP, as and for its answer to the third party
complaint, alleges upon information and belief as follows:

1. Denies each and every allegation contained in paragraphs "1".
2. Denies knowledge or information sufficient to form a belief as to the truth
of the allegations set forth in paragraphs "2", "3", "4", and "6".
3. Admits the allegation contained in paragraph "5".

**ANSWERING THE FIRST CAUSE OF ACTION
AGAINST U.S. SERVICES**

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "7" and "9".
5. Admits the allegation contained in paragraph "8".
6. Denies each and every allegation contained in paragraphs "10, "11" and "12".

**ANSWERING THE SECOND CAUSE OF ACTION
AGAINST UNIVERSITY CORPORATION**

7. In response to paragraph "13", U.S. Services repeats, reiterates and realleges the admissions and denials sets forth in paragraphs "1" through "5" above with the same force and effect as if same were set forth more fully herein at length.
8. Denies knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraphs "14", "15", "16", "17", "18" and "19".

**AS AND FOR A FIRST AFFIRMATIVE DEFENSE
(No Cause of Action)**

9. The complaint and third party complaint fail to state a claim upon which relief can be granted.

**AS AND FOR A SECOND AFFIRMATIVE DEFENSE
(Culpable Conduct)**

10. If Plaintiff and/or Third Party Plaintiff have been injured or damaged as alleged in the complaint and the third party complaint, such injury and damage was caused or contributed to by reason of the Plaintiff's and/or Third Party Plaintiff's own culpable conduct, negligence, carelessness, want of care, or assumption or

risk, and if it be determined that the Plaintiff and/or Third Party Plaintiff are entitled to any recovery herein, such recovery shall be diminished in the proportion which the culpable conduct attributable to them bears to the culpable conduct which caused the damages.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE
(Lack of Personal Jurisdiction)

11. This Court lacks personal jurisdiction over U.S. Services.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE
(Lack of Subject Matter Jurisdiction)

12. This Court lacks jurisdiction over the subject matter of this action.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE
(Improper Venue)

11. This Court is not the proper venue for this action.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE
(Mitigation)

12. Plaintiff and/or Third Party Plaintiff have failed to mitigate their damages.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE
(Third Parties' Negligence)

13. The cause of loss is solely or proportionately due to the negligence and carelessness of third parties over which U.S. Services has no control and for which U. S. Services has no liability.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE
(Limited liability)

14. The liability of U.S. Services, if any and which is specifically denied, is limited by all applicable limitations of liability in all bills of lading, other transshipment documents, contracts, dock receipts, tariffs and provisions of the Carmack Amendment and the Carriage of Goods by Sea Act.

AS AND FOR AN NINTH AFFIRMATIVE DEFENSE
(Improper Packaging)

15. U.S. Services has no liability or its liability is proportionately reduced as the cause of loss is solely due or proportionately due to insufficiency of package.

AS AND FOR AN TENTH AFFIRMATIVE DEFENSE
(Attorney's Fees)

16. Upon information and belief, the complaint and third party complaint fails to state a claim for relief justifying an award of attorneys fees in this action as it refers to no statutory or contractual basis therefore.

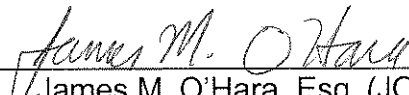
WHEREFORE, U.S. Services, demands judgment dismissing the complaint and third party complaint against it, together with costs and disbursements of this action, or in the alternative, that the liability between and among the Plaintiff and Defendant/Third Party Plaintiff be apportioned as a percentage of their respective liability in causing the damages alleged in the complaint and third party complaint,

and that U.S. Services be granted costs, disbursements and attorneys fees and for such other and further relief as the Court may deem just and proper.

Dated: Melville, NY
June 10, 2008

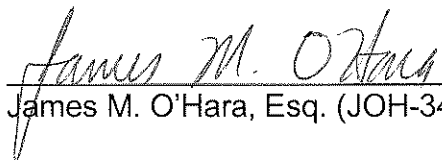
Yours, etc.

SPEYER & PERLBERG, LLP
Attorneys for Third Party Defendant,
U.S. Services, LLC.

By: 
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Our File No.: 07-189 DMP

CERTIFICATE OF SERVICE

I hereby certify that a copy of the within Answer to Third Party Complaint was electronically filed with the Clerk of the Court on June 10, 2008 using the CM/ECF system and that this system will automatically send e-mail notification of such filing to all attorneys of record.


James M. O'Hara, Esq. (JOH-3404)